



02-12-04

MLP 7254.1
PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of Peter Johnson, et al.

Serial No. 10/723,597

Filed November 24, 2003

For METHOD OF INSTALLING AN EDGEPIECE ON A BATTERY PLATE AND APPARATUS FOR PERFORMING SAME

February 11, 2004

LETTER REGARDING:

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST, REVOCATION OF PRIOR POWERS AND PERMITS TO INSPECT, CHANGE OF CORRESPONDENCE ADDRESS AND CERTIFICATE UNDER 37 CFR §3.73(b)

TO THE COMMISSIONER FOR PATENTS
Washington DC 20231

SIR:

* Please enter the enclosed Power of Attorney By Assignee of Entire Interest, Revocation of Prior Powers and Permits to Inspect, Change of Correspondence Address and Certificate Under 37 CFR §3.73(b) and attachments thereto into the record of the above-referenced patent application and send all future correspondence to the address stated therein.

Respectfully submitted,

Kurt F. James, Reg. No. 33,716
SENNIGER, POWERS, LEAVITT & ROEDEL
One Metropolitan Square, 16th Floor
St. Louis, Missouri 63102
(314) 231-5400

KFJ/BGP/mlw
*Enclosure

Express Mail No. EV 416450136 US



MLP 7254.1
PATENT

UNITED STATES PATENT AND TRADEMARK OFFICE

Application of Peter Johnson, et al.

Serial No. 10/723,597

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For METHOD OF INSTALLING AN EDGEPIECE ON A BATTERY PLATE AND APPARATUS FOR PERFORMING SAME

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST, REVOCATION OF PRIOR POWERS AND PERMITS TO INSPECT, CHANGE OF CORRESPONDENCE ADDRESS AND CERTIFICATE UNDER 37 CFR §3.73(b)

TO THE COMMISSIONER FOR PATENTS,

SIR:

MiTek Holdings, Inc., assignee of the entire right, title and interest in and to the invention of the above-identified U.S. patent application, hereby revokes and cancels all existing powers of attorney in the above-identified patent application and appoints the following attorneys: Donald G. Leavitt (17,626), John K. Roedel, Jr. (25,914), Michael E. Godar (28,416), Edward J. Hejlek (31,525), William E. Lahey (26,757), Richard G. Heywood (18,224), Frank R. Agovino (27,416), Kurt F. James (33,716), Paul I. J. Fleischut (35,513), Vincent M. Keil (36,838), Robert M. Evans, Jr. (36,794), Robert M. Bain (36,736), Kathleen M. Petrillo (35,076), Richard L. Bridge (40,529), Christopher M. Goff (41,785), Derick E. Allen (43,468), Michael G. Munsell (43,820), Anthony R. Kinney (44,834), Brian P. Klein (44,837), Donald W. Tuegel (45,424), Steven M. Ritchey (46,321), Kathryn J. Doty (40,593), James J. Barta, Jr. (47,409), Richard A. Schuth (47,929), Jennifer E. Hoekel (48,330), Timothy B. McBride (47,781), Andrew N. Claerbout (50,202), James D. Harper (51,781), Patricia K. Fitzsimmons (52,894), Kofi Adzamli (52,545), Andrew C. Wegman (54,530), Bradley S. Schammel (54,667), Brian G. Panka (53,430) and Laura J. Hilmert (P-55,871), all of the law firm of SENNIGER, POWERS, LEAVITT & ROEDEL, One Metropolitan Square, 16th Floor, St. Louis, Missouri 63102, and telephone number (314) 231-5400, or their duly appointed associate, attorneys in said

application, with full power of substitution, revocation and addition, to prosecute this application, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office in connection therewith.

MiTek Holdings, Inc. hereby revokes and cancels all existing permits to inspect the official file of the above-identified patent application.

Please change the correspondence address for the above-identified patent application to Customer Number 321 for all purposes, including all notices, receipts, refunds and all other communications.

MiTek Holdings, Inc. further certifies, pursuant to 37 CFR 3.73(b), that it is the assignee of the entire right, title and interest in the above-identified U.S. patent application by virtue of a chain of title from the inventor to the current assignee as shown below:

1. From Peter Johnson and David Johnson
To Tekmax, Inc

This is a divisional application of prior U.S. App. No. 09/671,464 in which an assignment document was executed on September 25, 2000, prior to the filing date of this divisional application. The assignment document for U.S. App. No. 09/671,464 was recorded in the Patent and Trademark Office at Reel 011187, Frame 0665. A copy of the recorded assignment * document is attached hereto.

2. From Tekmax, Inc.
To Tekmax Acquisition Company

The document was executed on January 5, 2004 and submitted for recording in the Patent and Trademark Office on January 22, 2004. A Reel number and Frame number have not yet been assigned.
* A copy of the executed assignment document is attached hereto.

3. From Tekmax Acquisition Company
To MiTek Holdings, Inc.

The document was executed on January 12, 2004 and submitted for recording in the Patent and Trademark Office on January 22, 2004. A Reel number and Frame number have not yet been assigned.

* A copy of the executed assignment document is attached hereto.

The undersigned (whose title is provided below) is empowered to sign this statement on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

MITEK HOLDINGS, INC.

By J. C. Carr
Joseph C. Carr, Jr., Esq.

Title: Vice President, Secretary
and General Counsel

Date: Feb. 6, 2004

KFJ/BGP/mlw
*Attachments

Assignment 1. From Peter Johnson and David Johnson
To Tekmax, Inc.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

DECEMBER 27, 2000

PTAS

CHERNOFF, VILHAUER, MCCLUNG, ET AL
CHARLES D. MCCLUNG, ESQ.
1600 ODS TOWER
601 S.W. SECOND AVENUE
PORTLAND, OREGON 97204-3157

RECEIVED

101502203A

JAN 09 2001

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/27/2000

REEL/FRAME: 011187/0665
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

JOHNSON, PETER

DOC DATE: 09/25/2000

ASSIGNOR:

JOHNSON, DAVID

DOC DATE: 09/25/2000

ASSIGNEE:

TEKMAX, INC.
32220 EAST OLD HIGHWAY 34
TANGENT, OREGON 97389

SERIAL NUMBER: 09671464

FILING DATE: 09/27/2000
ISSUE DATE:

PATENT NUMBER:

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



RECORDATION

PATE

11-01-2 10



101502203

10685 U.S. PRO
09/671464

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Johnson, Peter and Johnson, David

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 25, 2000

2. Name and address of receiving party(ies):

Name: Tekmax, Inc.

Internal Address: _____

Street Address: 32220 East Old Highway 34

City Tangent State OR ZIP 97389

Country U.S.A.

Additional name(s) & address(es) attached?
 Yes No

09/671464

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: September 25, 2000

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles D. McClung, Esq.
 Address: Chernoff, Vilhauer, McClung & Stenzel, L.L.P.
 1600 ODS Tower
 601 S.W. Second Avenue
 Portland, Oregon 97204-3157

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41 and 1.21(h))---\$40.00
 Enclosed
 Authorized to be charged to deposit account
 Any deficiencies in enclosed fees authorized to be charged to deposit account

8. Deposit Account No. 03-1550
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles D. McClung

Name of Person Signing

Signature

09/27/00

Date

Total number of pages comprising cover sheet, attachments, and document [3]

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

10685 U.S. PRO
09/671464

40.00 BP

ASSIGNMENT

WHEREAS, we, David A. Johnson and Peter E. Johnson, residing at 7885 N.E. Todd Drive, Corvallis, Oregon 97330 and 5000 Crescent Valley Dr., Corvallis, Oregon 97330 respectively, have invented a METHOD OF INSTALLING AN EDGE PIECE ON A BATTERY PLATE AND APPARATUS FOR PERFORMING SAME for which on even date herewith we executed an application for United States letters patent;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration paid to me by Tekmax, Inc., an Oregon corporation, having an address at 32220 East Old Highway 34, Tangent, Oregon 97389, the receipt whereof is acknowledged, we do hereby assign unto said Tekmax, Inc. the entire interest in said invention for the United States and all foreign countries and any letters patent to be issued therefor in the United States or any foreign country and any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be made or granted thereon.

AND the Commissioner of Patents and Trademarks is requested to issue such letters patent in accordance herewith. And we agree to execute further instruments proper for effectuating the premises.

Dated this 25 day of September, 2000.



DAVID A. JOHNSON



PETER E. JOHNSON

STATE OF OREGON)
County of Linn) ss.
)

Before me, a Notary Public for the State of Oregon, personally appeared said DAVID A. JOHNSON, known to me to be .

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the person who executed the foregoing instrument and acknowledged it to be his free act and deed.

Witness my hand and seal this 25 day of September, 2000.

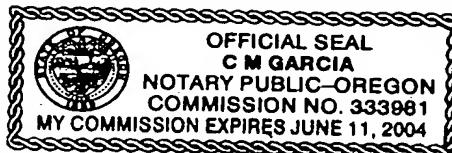


C M Garcia CMG
Notary Public for the State of
Oregon
My Commission Expires: 6-11-2004

STATE OF OREGON)
County of Linn) ss.

Before me, a Notary Public for the State of Oregon, personally appeared said PETER E. JOHNSON, known to me to be the person who executed the foregoing instrument and acknowledged it to be his free act and deed.

Witness my hand and seal this 25 day of September, 2000.



C M Garcia
Notary Public for the State of
Oregon
My Commission Expires: 6-11-2004

Assignment 2. From Tekmax, Inc.
To Tekmax Acquisition Company

RECORDATION FORM COVER SHEET

U. S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

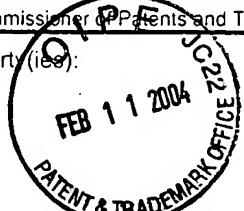
PATENTS ONLY

Tab settings → → → ↓

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tekmax, Inc.



Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: January 5, 2004

2. Name and address of receiving party(ies)

Name: Tekmax Acquisition Company

Internal Address:

Street Address: 14515 North Outer Forty Drive

Suite 300

City: Chesterfield State: Missouri Zip: 63017

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/671,464 et al.

B. Patent No.(s) 4,407,063 et al.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kurt F. James

Internal Address:

Senniger, Powers, Leavitt & Roedel

Street Address:

One Metropolitan Square, 16th Floor

City: St. Louis State: MO Zip: 63102

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-1345

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Signature.

Kurt F. James

Signature

Kurt F. James

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

CONTINUED FROM ASSIGNMENT RECORDATION COVER SHEET

4. A. Additional Patent Application No.(s)

10/723,597

10/282,993

09/862,792

4. B. Additional Patent No.(s)

4,462,745

4,758,126

4,822,234

4,824,307

5,102,287

5,129,643

5,318,864

5,403,364

5,454,687

5,620,809

5,645,612

5,885,731

6,030,171

5,059,848

6,062,807

ASSIGNMENT

1. WHEREAS, Tekmax, Inc. of 32220 East Highway 34, Tangent, Oregon 97389, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon (hereinafter referred to as Assignor), is the owner of the entire right, title, and interest in and to certain letters patent of the United States and the inventions disclosed therein; and to certain applications for letters patent of the United States and the inventions disclosed therein; and

2. WHEREAS, Tekmax Acquisition Company of 14515 North Outer Forty Drive, Suite 300, Chesterfield, Missouri 63017, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), is desirous of acquiring said right, title, and interest of Assignor;

3. NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and

dependencies) and all countries foreign thereto, in and to said letters patent and all reissues thereof and reexamination certificates therefor, and the inventions disclosed therein, including Assignor's full right to sue for and recover all damages recoverable from past infringements of said letters patent; including specifically, without limiting the generality of the foregoing, the United States patents listed below; and Assignor has further agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said inventions, said United States applications, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue application) based in whole or in part on said United States applications or in whole or in part on said inventions, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said inventions, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said inventions or any part thereof; including, specifically, without limiting the generality of the foregoing, the United States applications listed below.

4. TO BE HELD AND ENJOYED BY Assignee, its successors and assigns, to the full ends of the respective terms full for which said patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

5. AND Assignor hereby authorized and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon said United States patent applications to Assignee, its successors and assigns.

6. AND Assignor hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue or other applications for patents of any country, that may be deemed necessary by said Assignee, its successors or assigns fully to secure its interest as aforesaid in and to said inventions or any part thereof, and in and to said several patents or any of them.

7. AND Assignor covenants that Assignor has granted no right or license to make, use or sell said inventions to anyone except said Assignee, that prior to the execution of this deed,

Assignor's right, title, and interest in said inventions has not been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.

8. THE UNITED STATES PATENTS ARE AS FOLLOWS:

| <u>Patent No.</u> | <u>Filed</u> | <u>Inventor(s)</u> | <u>Title</u> |
|-------------------|--------------|-------------------------------------|---|
| 4,407,063 | 10/13/1981 | P. Johnson | Method and Apparatus for Fabricating Battery Plate Envelopes |
| 4,462,745 | 3/18/1982 | P. Johnson J. Young | Plate Feed Apparatus |
| 4,758,126 | 2/19/1987 | P. Johnson D. Johnson | Plate Feed Apparatus |
| 4,822,234 | 11/16/1987 | P. Johnson D. Johnson G. Kahl | Plate Feed Apparatus |
| 4,824,307 | 2/11/1988 | P. Johnson D. Johnson | Apparatus for Vertically Stacking Battery Plates |
| 5,102,287 | 9/6/1990 | D. Johnson T. Hammer | Plate Handling Apparatus, |
| 5,129,643 | 12/17/1990 | P. Johnson D. Johnson | Apparatus for Stacking Pasted Battery Plates |
| 5,318,864 | 7/12/1993 | J. K. Shannon J. M. Shannon | Explosion-Resistant Storage Battery and Method of Manufacture |
| 5,403,364 | 12/20/1993 | J. K. Shannon J. M. Shannon | Explosion-Resistant Storage Battery and Method of Manufacture |
| 5,454,687 | 6/17/1992 | P. Johnson D. Johnson | High Speed Sorter / Stacker |
| 5,620,809 | 5/8/1995 | J. K. Shannon J. M. Shannon | Storage Battery and Method of Manufacture |

| | | | |
|-----------|-----------|--------------------------------|--|
| 5,645,612 | 12/6/1995 | J. K. Shannon J. M. Shannon | Welding and Cover Sealing Machine Apparatus for Battery Assembly and an Improved Method of Manufacturing Storage Batteries |
| 5,885,731 | 4/29/1997 | J. K. Shannon J. M. Shannon | Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals |
| 6,030,171 | 1/8/1999 | P. Johnson D. Johnson | Battery Plate Feeder Having Oscillating Pick-Up Head |
| 6,059,848 | 3/16/1999 | J. K. Shannon J. M. Shannon | Method of Forming Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals |
| 6,062,807 | 4/8/1998 | P. Johnson D. Johnson | Battery Plate Feeder Having Oscillating Pick-Up Head |

9. THE UNITED STATES PATENT APPLICATIONS ARE AS FOLLOWS:

| <u>Serial No.</u> | <u>Filed</u> | <u>Inventor(s)</u> | <u>Title</u> |
|-------------------|--------------|--------------------------------|--|
| 09/671,464 | 9/27/2000 | P. Johnson D. Johnson | Method of Installing Edge Piece On Battery and Apparatus for Performing Same |
| 10/723,597 | 9/24/2003 | P. Johnson D. Johnson | Method of Installing Edge Piece On Battery and Apparatus for Performing Same |
| 10/282,993 | 10/28/2002 | D. Johnson T. Knighton | Battery Plate Feeder Having Low Vacuum, High Flow Rate Pick-Up Head |
| 09/862,792 | 5/22/2001 | J. K. Shannon J. M. Shannon | Battery Assembling Method |

10. IN WITNESS WHEREOF the parties have hereinunder set their hands

TEKMAX, INC.

By David Johnson
David Johnson

Title: President

Date Jan 5, 2007

ACKNOWLEDGMENT

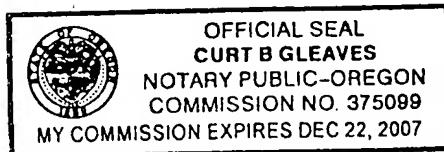
State of Oregon)
) SS.
County of Multnomah)

On this 5th day of January, 2004, before me personally appeared David Johnson, to me known, who, being by me duly sworn, did depose and say that he is President of Tekmax, Inc., the corporation described in and which executed the above instrument.

My Commission Expires:
12/22/07

Curt B Gleaves
Notary Public

(Notarial Seal)



Assignment 3. From Tekmax Acquisition Company
To MiTek Holdings, Inc.

RECORDATION FORM COVER SHEET

PATENTS ONLY

Tab settings → → → ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tekmax Acquisition Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: January 12, 2004

2. Name and address of receiving party(ies)

Name: Mitek Holdings, Inc.

Internal Address:

Street Address: 14515 North Outer Forty Drive

Suite 300

City: Chesterfield State: Missouri Zip: 63017

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: -----

A. Patent Application No.(s) 09/671,464 et al.

B. Patent No.(s) 4,407,063 et al.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kurt F. James

Internal Address:

Senniger Powers Leavitt & Roedel

Street Address:

One Metropolitan Square, 16th Floor

City: St. Louis State: MO Zip: 63102

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-1345

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Signature.

Kurt F. James

Name of Person Signing

Signature

January 22, 2004
Date

Total number of pages including cover sheet, attachments, and document

8

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

CONTINUATION FROM ASSIGNMENT RECORDATION COVER SHEET

4. A. Additional Patent Application No.(s)

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10/282,993

09/862,792

4. B. Additional Patent No.(s)

4,462,745

4,758,126

4,822,234

4,824,307

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5,318,864

5,403,364

5,454,687

5,620,809

5,645,612

5,885,731

6,030,171

6,059,848

6,062,807

ASSIGNMENT

1. WHEREAS, Tekmax Acquisition Company of 14515 North Outer Forty Drive, Suite 300, Chesterfield, Missouri 63017, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignor), is the owner of the entire right, title, and interest in and to certain letters patent of the United States and the inventions disclosed therein; and to certain applications for letters patent of the United States and the inventions disclosed therein; and

2. WHEREAS, MiTek Holdings, Inc. of 14515 North Outer Forty Drive, Suite 300, Chesterfield, Missouri 63017, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), is desirous of acquiring said right, title, and interest of Assignor;

3. NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the

United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said letters patent and all reissues thereof and reexamination certificates therefor, and the inventions disclosed therein, including Assignor's full right to sue for and recover all damages recoverable from past infringements of said letters patent; including specifically, without limiting the generality of the foregoing, the United States patents listed below; and Assignor has further agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said inventions, said United States applications, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue application) based in whole or in part on said United States applications or in whole or in part on said inventions, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said inventions, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said inventions or any part thereof; including, specifically, without

limiting the generality of the foregoing, the United States applications listed below.

4. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, to the full ends of the respective terms full for which said patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

5. **AND** Assignor hereby authorized and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon said United States patent applications to Assignee, its successors and assigns.

6. **AND** Assignor hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue or other applications for patents of any country, that may be deemed necessary by said Assignee, its successors or assigns fully to secure its interest as aforesaid in and to said inventions or any part thereof, and in and to said several patents or any of them.

7. AND Assignor covenants that Assignor has granted no right or license to make, use or sell said inventions to anyone except said Assignee, that prior to the execution of this deed, Assignor's right, title, and interest in said inventions has not been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.

8. THE UNITED STATES PATENTS ARE AS FOLLOWS:

| <u>Patent No.</u> | <u>Filed</u> | <u>Inventor(s)</u> | <u>Title</u> |
|-------------------|--------------|-------------------------------------|---|
| 4,407,063 | 10/13/1981 | P. Johnson | Method and Apparatus for Fabricating Battery Plate Envelopes |
| 4,462,745 | 3/18/1982 | P. Johnson J. Young | Plate Feed Apparatus |
| 4,758,126 | 2/19/1987 | P. Johnson D. Johnson | Plate Feed Apparatus |
| 4,822,234 | 11/16/1987 | P. Johnson D. Johnson G. Kahl | Plate Feed Apparatus |
| 4,824,307 | 2/11/1988 | P. Johnson D. Johnson | Apparatus for Vertically Stacking Battery Plates |
| 5,102,287 | 9/6/1990 | D. Johnson T. Hammer | Plate Handling Apparatus, |
| 5,129,643 | 12/17/1990 | P. Johnson D. Johnson | Apparatus for Stacking Pasted Battery Plates |
| 5,318,864 | 7/12/1993 | J. K. Shannon J. M. Shannon | Explosion-Resistant Storage Battery and Method of Manufacture |
| 5,403,364 | 12/20/1993 | J. K. Shannon J. M. Shannon | Explosion-Resistant Storage Battery and Method of Manufacture |

| | | | |
|-----------|-----------|--------------------------------|--|
| 5,454,687 | 6/17/1992 | P. Johnson D. Johnson | High Speed Sorter / Stacker |
| 5,620,809 | 5/8/1995 | J. K. Shannon J. M. Shannon | Storage Battery and Method of Manufacture |
| 5,645,612 | 12/6/1995 | J. K. Shannon J. M. Shannon | Welding and Cover Sealing Machine Apparatus for Battery Assembly and an Improved Method of Manufacturing Storage Batteries |
| 5,885,731 | 4/29/1997 | J. K. Shannon J. M. Shannon | Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals |
| 6,030,171 | 1/8/1999 | P. Johnson D. Johnson | Battery Plate Feeder Having Oscillating Pick-Up Head |
| 6,059,848 | 3/16/1999 | J. K. Shannon J. M. Shannon | Method of Forming Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals |
| 6,062,807 | 4/8/1998 | P. Johnson D. Johnson | Battery Plate Feeder Having Oscillating Pick-Up Head |

9. THE UNITED STATES PATENT APPLICATIONS ARE AS FOLLOWS:

| <u>Serial No.</u> | <u>Filed</u> | <u>Inventor(s)</u> | <u>Title</u> |
|-------------------|--------------|--------------------------------|--|
| 09/671,464 | 9/27/2000 | P. Johnson D. Johnson | Method of Installing Edge Piece On Battery and Apparatus for Performing Same |
| 10/723,597 | 9/24/2003 | P. Johnson D. Johnson | Method of Installing Edge Piece On Battery and Apparatus for Performing Same |
| 10/282,993 | 10/28/2002 | D. Johnson T. Knighton | Battery Plate Feeder Having Low Vacuum, High Flow Rate Pick-Up Head |
| 09/862,792 | 5/22/2001 | J. K. Shannon J. M. Shannon | Battery Assembling Method |

10. IN WITNESS WHEREOF the parties have hereinunder set their hands

TEKMAX ACQUISITION COMPANY

By J. C. Carr
Joseph C. Carr, Jr., Esq.

Title: Vice President,
Secretary and General
Counsel

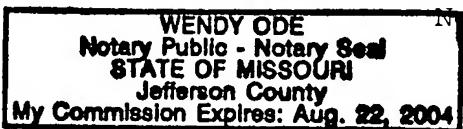
Date Jan. 12, 2004

ACKNOWLEDGMENT

State of Missouri)
County of St. Louis)) SS.

On this 12 day of January, 2004, before me personally appeared Joseph C. Carr, Jr., to me known, who, being by me duly sworn, did depose and say that he is Vice President, Secretary and General Counsel of Tekmax Acquisition Company, the corporation described in and which executed the above instrument.

My Commission Expires: 8-22-04



(Notarial Seal)